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11 Attorneys for Plaintiff DANIEL BRIGGS
12

13 **UNITED STATES DISTRICT COURT**
14

15 **DISTRICT OF NEVADA**
16

17 DANIEL BRIGGS, an individual,

18 Plaintiff,

19 v.

20 MATTHEW RODGERS, an individual; JODY
RODGERS, an individual; and THE JODY T.
RODGERS REVOCABLE TRUST dated
21 December 13, 2013, a New Hampshire
revocable trust, by and through its trustee,
22 JODY RODGERS,

23 Defendants.
24
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No. 2:21-cv-02140-JCM-DJA

Hon. James C. Mahan

**STIPULATION AND ORDER FOR
PROCESS TO DISMISS CASE AND
ARBITRATION WITHOUT
PREJUDICE**

1 IT IS HEREBY STIPULATED AND AGREED by and among plaintiff Daniel Briggs
 2 (“Plaintiff” or “Briggs”) and defendants Matthew Rodgers, Jody Rodgers, and The Jody T.
 3 Rodgers Revocable Trust (by and through its trustee Jody Rodgers) (collectively, the
 4 “Defendants” or “Rodgers”), by and through their attorneys (collectively all referred to as the
 5 “Parties”), that:

6 WHEREAS, on April 22, 2021, Defendants named Plaintiff and over twenty other entities
 7 and individuals, including, but not limited to, Plus Minus Power, LLC (“Plus Minus”), as
 8 respondents in the AAA Arbitration captioned *Rodgers, et. al. v. Pegasus Group Holdings, LLC,*
 9 *et al.*, AAA Case No.: 01-21-0003-5444 (the “Arbitration”);

10 WHEREAS, on December 2, 2021, Plaintiff filed the present action against Defendants
 11 asserting causes of action for declaratory and injunctive relief based on Plaintiff’s assertion that
 12 he was not a proper party to the Arbitration (the “Federal Action”);

13 WHEREAS, Defendants have not appeared or filed a pleading in the Federal Action;

14 WHEREAS, Defendants have agreed to dismiss the Arbitration without prejudice as
 15 against Plaintiff and Plus Minus by no later than March 11, 2022, and ensure the dismissal is
 16 accepted in the Arbitration by the panel;

17 WHEREAS, Plaintiff has agreed to dismiss the Federal Action without prejudice within
 18 four (4) days of Defendants’ dismissal of the Arbitration, by March 15, 2022, and ensure the
 19 dismissal is accepted by the Court;

20 WHEREAS, the Parties reserve all claims and defenses against each other;

21 WHEREAS, Defendants reserve their rights to assert that any disputes regarding subject
 22 matter and personal jurisdiction and/or any potential future action between the Parties will be
 23 adjudicated in the AAA; and,

24 WHEREAS, Mr. Briggs reserves his rights to assert that any disputes regarding the
 25 subject matter of this Stipulation and/or any potential future action between the Parties will be
 26 adjudicated in the United States District Court, District of Nevada; and,

27 WHEREAS, the attached Order shall be binding on the Parties.

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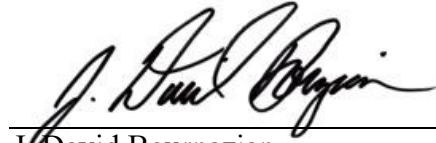
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IT IS SO STIPULATED AND AGREED, AND AN ORDER SHALL BE ENTERED HEREON:

Dated: March 10, 2022

K&L GATES LLP

By:

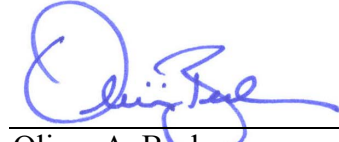


J. David Bournazian
Daniel M. Glassman
Attorneys for Plaintiff DANIEL BRIGGS

Dated: March 10, 2022

GALBUT BEABEAU

By:



Oliver A. Beabeau
Attorneys for Defendants
MATTHEW RODGERS, JODY
RODGERS and THE JODY T.
RODGERS REVOCABLE TRUST

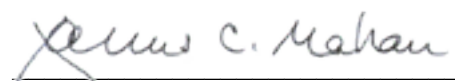
ORDER

THIS MATTER having come before the undersigned Court upon STIPULATION of the parties, IT IS HEREBY ORDERED:

1. Matthew Rodgers, Jody Rodgers, and The Jody T. Rodgers Revocable Trust (by and through its trustee Jody Rodgers) (collectively, the “Defendants” or “Rodgers”) shall dismiss without prejudice the AAA Arbitration captioned *Rodgers, et. al. v. Pegasus Group Holdings, LLC, et al.*, AAA Case No.: 01-21-0003-5444 (the “Arbitration”) as to plaintiff Daniel Briggs (“Plaintiff” or “Briggs”) and Plus Minus Power, LLC by March 11, 2022, and ensure the dismissal is accepted in the Arbitration by the panel; and,

2. Plaintiff shall dismiss this action without prejudice within four (4) days of Defendants’ dismissal of the Arbitration, by March 15, 2022, and ensure the dismissal is accepted by the Court.

Dated: March 14, 2022



The Honorable James C. Mahan
United States District Judge